ATFX

Cash Interest EarnPlus Account (MT5) – Terms and Conditions ("Terms")

The Terms shall govern the Cash Interest EarnPlus Account ("Product") offered by **AT Global Markets LLC**, a company incorporated in Saint Vincent and the Grenadines (Company Number: 333 LLC 2020) ("Company").

IT IS IMPERATIVE THAT YOU THOROUGHLY REVIEW THE TERMS AND REGULARLY CONSULT THE LATEST VERSION AS MAY BE UPDATED FROM TIME TO TIME WITHOUT PRIOR NOTICE. BY ACCESSING, OPENING OR USING THE PRODUCT, YOU, THE CLIENT ("CLIENT"), YOUR CONTINUED ACCESS, OPENING, OR USE SHALL INDICATE YOUR AGREEMENT TO BE BOUND BY THE LATEST VERSION OF THE TERMS, TOGETHER WITH ALL OTHER APPLICABLE TERMS, CONDITIONS, DISCLOSURES, AND POLICIES.

1. Definitions and Interpretations

1.1 **"Annual Percentage Yield ("APY")"** shall refer to the applicable annual rate of return assuming reinvestment of daily swap credits as may be adjusted by the Company from time to time.

1.2 **"Eligible Long Position"** shall refer to a net long position in EARNUSD that remains open past the Rollover Time.

1.3 **"MetaTrader 5 Platform ("MT5 Platform")"** shall refer to the trading platform as may be designated by the Company from time to time for the provision of the Product.

1.4 **"EARNUSD"** shall refer to a trade instrument made available on the MT5 Platform as may be designated by the Company from time to time under the symbol "EARNUSD".

1.5 **"Rollover Time"** shall refer to 23:59 Server Time.

1.6 **"Server Time"** shall refer to the official time zone used by and as displayed in the MT5 Platform provided by the Company for trading and rollover purposes, which may be updated by the Company.

1.7 **"Swap Rate"** shall refer to the daily financing value ("Long Swap") applied by the MT5 Platform to Eligible Long Positions, which constitutes the actual mechanism through which interest is accrued.

2. Product Description

2.1 The Product is a dedicated trading account type on the MT5 Platform, designed for Clients who wish to park funds within the Company's trading ecosystem, and earn interest via a specific financial instrument.

2.2 The Product is a derivative contract of a trading account. It does not represent, confer any ownership interest in, nor entitlement to, any underlying money market funds or treasury instruments. It shall not constitute, and shall not be construed as, a bank account, deposit, savings, custodial, or capital-protected product.

2.3 Interest credited under the Product is not guaranteed and may be varied, reduced, suspended, or withdrawn at the Company's discretion or due to legal, regulatory, or operational requirement. For the avoidance of doubt, any reference made to "interest" in the Terms shall refer to a swap credit applied by the MT5 Platform to Eligible Long Positions in EARNUSD. Such swap credit is variable, may be positive, zero, or otherwise adjusted, and is not a guaranteed rate of return or a

deposit interest payment. Swap credit is applied subject to platform conventions, rollover timing, liquidity provider conditions, and operational availability.

3. Eligibility and Availability

3.1 The Product is offered exclusively to Clients as designated by the Company from time to time at its sole discretion. The Company shall reserve the right to define and change eligibility criteria at any time without prior notice.

3.2 The Product is made available only on the MT5 Platform as may be designated by the Company from time to time.

3.3 The Company reserves the right to approve, reject, restrict, suspend, or revoke access to the Product at its sole discretion, subject to applicable laws and regulations.

4. Account Funding and Mechanics

4.1 The Client shall fund the account under the Product by internal transfer from other eligible trading account(s) of the Client with the Company via the Client Portal.

4.2 The EarnPlus account only accepts internal transfers. Direct deposits and withdrawals are not permitted for this account type.

4.3 To earn interest, the Client must open and maintain a long position (buy) in the EARNUSD instrument. No interest shall accrue unless an Eligible Long Position is held.

5. Interest Accrual and Payment

5.1 Interest shall be credited on a daily basis via the MT5 Platform's swap mechanism on each Eligible Long Position in EARNUSD that remains open past the Rollover Time. No interest shall accrue where no Eligible Long Position is held. For the avoidance of doubt, given that an Eligible Long Position remains open across weekend Rollover Time, daily swap may still accrue regardless of the weekend trading is disabled or not.

5.2 The Company shall offer the Client a Swap-Free Period ("Swap-Free Period") where no swap shall be applied for the first two (2) rollovers after opening the position. The first credit (if any) shall apply after the third rollover.

The example as stated herein illustrates application of the Swap-Free Period and subsequent interest accrual under the Product: -

For instance, given that a Client opens a position before 23:59 Server Time on Monday:

- *Monday (Day 1): Position held through Rollover Time - No swap (*Swap-Free *Period Day 1).*
- *Tuesday (Day 2): Position held through Rollover Time - No swap (*Swap-Free *Period Day 2).*
- *Wednesday (Day 3): Position held through Rollover Time - first one-day interest accrual is applied after 00:00 Server Time on Thursday.*
- *Thursday onwards: interest is applied daily after 00:00 Server Time for each day the position remains open past the Rollover Time.*

5.3 The APY shall be the rate as indicated in the MT5 Platform for EARNUSD. The daily interest rate applicable shall be the Swap Rate as indicated in the MT5 Platform for EARNUSD.

5.4 The APY and Swap Rate are of indicative nature only and are not guaranteed, which may be positive, or zero, and may be adjusted, amended, or suspended at the Company's sole and absolute discretion from time to time with or without prior notice and with immediate effect.

5.5 The Company shall reserve the absolute right to determine, adjust, amend, suspend or remove the Swap Rate and the interest calculation methodology anytime at its sole and absolute discretion with or without prior notice.

5.6 Save in the case of manifest error or where otherwise expressly provided in the Terms, swap values calculated and credited by the MT5 Platform shall be deemed final and conclusive.

5.7 Interest credit depends on MT5 Platform, and, where relevant, conditions of liquidity provider. Technical disruptions, operational constraints, suspension, market events, or force majeure may delay, reduce, or suspend accrual or payment. Any subsequent interest credit shall be applied on a commercially reasonable basis.

6. Trading Parameters and Limitations

6.1 **Symbol:** EARNUSD (long positions only)

6.2 **Indicative Quote:** intended to be zero spread. However, the Company may apply or vary the spread due to market, liquidity, or operational conditions. The spread shall be as indicated in the MT5 Platform and may be updated by the Company from time to time at its sole discretion.

6.3 **Lot Definition:** 1 lot = 1 USD notional value.

6.4 **Lot Step:** 0.01

6.5 **Minimum Position Size:** 100 lots (USD 100).

6.6 **Maximum Position Size:** 100,000 lots per trade (USD 100,000).

6.7 **Stop-Out Level:** The Cash Interest EarnPlus Account is configured with a 90% stop-out level as a standard technical setting. While designed to support position continuity for interest accrual.

6.8 **Leverage:** The Cash Interest EarnPlus Account operates on a fixed leverage of 1:1.

6.9 [Applicable to JPY denominated account only] Exchange rate in JPY denominated account: the rate of open price will take the rate of USD to JPY from MT at the moment of placing the ticket, while the rate of close price will be the same as that of open price.

6.10 **Weekend Trading:** Weekend trading for the EARNUSD instrument is disabled. Positions may be held over weekends, yet no new positions may be opened nor EARNUSD position may be closed during non-trading periods.

7. Fees and Commissions

7.1 No Introducing Broker ("IB") rebates apply to Clients for trades executed within the Cash Interest EarnPlus Account.

7.2 Any IB remuneration related to this product is governed by separate IB agreements and may be discretionary, adjustable, or withdrawn by the Company.

8. Account Closure and Interest Cessation

8.1 The Client may close their EARNUSD position at any time during applicable trading hours.

8.2 Interest accrual ceases immediately upon the closure of the Eligible Long Position.

8.3 No interest is payable for any period during which no eligible EARNUSD position is held, including partial trading days.

8.4 Any transfer, or action that reduces margin below required levels may interrupt interest accrual or result in forced position closure.

8.5 Interest is not prorated for partial or incomplete trading days or rollover periods.

8.6 Clients acknowledge that closing or modifying positions may impact interest payment eligibility immediately.

9. Suspension and Termination

9.1 The Company reserves the right to suspend, discontinue, or terminate the Cash Interest EarnPlus Account, the EARNUSD instrument, or any related functionality at any time.

9.2 In the event of suspension or termination, the Company may require Clients to close open positions within a specified timeframe.

9.3 The Company shall not be liable for any direct, indirect, incidental, consequential, or special damages, including but not limited to any losses, missed interest, lost profits, or opportunity costs, arising from such suspension or termination.

10. Risk Disclosure and Disclaimers

10.1 Trading financial instruments involves risk and may not be suitable for all Clients. Interest credit is not guaranteed. The Client may lose all invested capital.

10.2 The EARNUSD instrument includes a bid/ask spread, and net results depend on holding duration and prevailing market conditions.

10.3 The Company makes no guarantees regarding market performance or the continued stability of the EARNUSD price.

10.4 The Product is a trading product which consists of standard trading risks, and is distinct from any guaranteed or protected deposit products. For the avoidance of doubt, the Product shall in no event be misinterpreted as any bank account, deposit, savings, custodial, or capital-protected product.

11. Rules of Trading

11.1 The Company reserves the right to monitor and take action against any activity it deems based on reasonable grounds as determined by the Company, to be abusive, manipulative, fraudulent, or contrary to the intended use of the Product or the Terms (including but not limited to arbitrage, scalping solely to capture interest, creating artificial volume, exploiting pricing errors).

11.2 The Client shall strictly adhere to the rules (“Rules”) as the basis of the use of the Product, which

are as stated herein: -

11.2.1 The Client shall not reverse engineer or avoid any security measures on the trading platform of the Product;

11.2.2 The Client shall not act in an unfair, abusive, manipulative, or illegal manner when using the Product;

11.2.3 The Client shall not use any software, artificial intelligence, ultra-high speed, mass data entry, or in any means as of similar nature, with the intent, or with the effect regardless of the intent, to manipulate, abuse, or give the Client an unfair advantage as reasonably determined by the Company based on technical, operational or market conditions, when using the Product;

11.2.4 The Client shall not enter into trades with the intention to exploit errors in prices and/or conclude trades at off-market prices;

11.2.5 The Client shall not enter into trades which may manipulate the Product, such as entering into a buy trade as well as sell trade at same or similar time, for the same or a product of similar nature;

11.2.6 The Client shall not enter into transactions or combination of transactions such as holding long and short positions in the same or similar instruments at similar times either by the Client or by the Client acting in concert with others, which, either taken collectively or individually, serving the purpose of manipulating the Product for gain or reward; and

11.2.7 The Client shall not violate any applicable exchange rules or securities or commodities laws, regulations or rules, and/or with any intention to defraud or manipulate the market.

11.3 In the event of any suspected or confirmed activity of the Client under this Clause based on reasonable grounds determined by the Company, the Company may act forthwith, without limitation, at its sole and absolute discretion: -

11.3.1 to reverse, withhold or claw back swap payments previously accrued or credited;

11.3.2 to close any or all open positions;

11.3.3 to adjust account balances, including the forfeiture of any profits gained from such activity;

11.3.4 to suspend or terminate the Client's access to the Product or their entire trading account (inclusive of other eligible trading account(s) of the Client with the Company);

11.3.5 to report the activity to relevant authorities; and

11.3.6 to charge the Client the administrative and operational costs and disbursements incurred in or arising out of the investigation, handling and remediation of such suspected or confirmed activity (inclusive of costs associated with handling deposits into and/or withdrawals from trading accounts, transaction conducted, transaction review, account remediation, technical analysis, external advisory, and regulatory reporting).

11.4 Any decisions made by the Company under this Clause shall be final, conclusive, and binding on the Client. The Client agrees to indemnify and hold the Company harmless from any losses or costs incurred due to the Client's abusive or prohibited activities.

12. Force Majeure and Operational Risk

12.1 The Company shall not be liable for delays, disruptions, or failures arising from events beyond its reasonable control, including system failures, market disruptions, liquidity constraints, or force majeure events.

12.2 Such events may affect pricing, execution, account access, or interest accrual.

12.3 Interest accrual and swap credits are subject to platform functionality and third-party system availability, which may be interrupted without notice.

13. Amendments

13.1 The Company reserves the right to amend the Terms at any time.

13.2 Continued use of the Cash Interest EarnPlus Account following any amendment constitutes acceptance of the revised Terms.

13.3 The Company's records, calculations, and platform data shall be conclusive and binding in any dispute related to interest payments or account activity.

13.4 The Company retains full discretion to interpret the Terms and make final determinations in good faith.

14. Precedence

14.1 In the event of any inconsistency between the Terms and any marketing materials, website content, or promotional communications, the Terms shall prevail.

14.2 Marketing materials, examples, projections, or hypothetical interest calculations in marketing materials are for illustrative purposes only and shall not constitute nor be construed as a promise of future performance.

15. Taxes

15.1 The Client is solely responsible for determining, declaring, and paying any and all taxes, duties, or other levies applicable to interest earned or any other gains from the Cash Interest EarnPlus Account in their jurisdiction of residence, citizenship, or where they are otherwise taxable. The Company does not provide tax advice and shall not be liable for any tax-related consequences suffered by the Client.

16. Discontinuation and Modification

16.1 The Company reserves the right to modify, suspend, or discontinue provision of the Product, or terminate it for any specific Client, at any time and for any reason at its sole discretion. In such an event, the Company may require the closure of open positions and shall have no liability for any resultant foregone interest, profits, or other costs to the Client.

17. Liability

17.1 To the maximum extent as permissible by applicable laws, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the provision of the Product by the Company to the Client, or arising from any suspension, termination, outage, or Force Majeure event.

17.2 The Client shall indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with any breach of the Terms by the Client.

17.3 Nothing in the Terms shall operate to exclude or limit either party's liability caused by its

negligence, for fraud, gross negligence, wilful misconduct or for any other liability which cannot be excluded or limited under applicable law.

18. Waiver

18.1 A waiver of any breach shall not be deemed as a waiver for any other or subsequent breach.

19. Assignment

19.1 The Company may, at any time, assign, novate, transfer, subcontract, or otherwise deal with any of its rights and/or obligations under the Terms (either in whole or in part) to any affiliate, successor, or any third party, provided that such assignment, novation, or transfer shall not materially prejudice the Client's rights under the Terms. Where required by applicable law or regulation, the Company shall provide the Client with notice of such assignment, novation, or transfer.

19.2 The Client may not assign, novate, transfer, charge, declare a trust over, or otherwise dispose of any of its rights, obligations, or interests under the Terms (either in whole or in part). Any purported assignment or transfer in breach of this clause shall be null and void.

20. Governing Law

20.1 The Terms shall be governed by and construed in accordance with the Laws of Saint Vincent and the Grenadines.

20.2 The Courts of Saint Vincent and the Grenadines shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Terms, including any question regarding its existence, validity, or termination.

21. Severance

21.1 In the event any of the provisions of the Terms or any part or parts thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions hereof and the Terms shall be construed as if such illegal, invalid or unenforceable provisions were not contained herein.

22. Miscellaneous

22.1 For all purposes, should there be any discrepancies between different language versions of the Terms, the English version shall always prevail.